



IFW

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Eric Hengstenberg

SERIAL NO.: 10/648,996

FILED: August 27, 2003

TITLE: IMPROVED FIRING SYSTEM FOR  
A FIREARM

Commissioner for Patents  
P. O. Box 1450  
Alexandria, VA 22313-1450

STATEMENT UNDER 37 CFR 3.73(b)

Dear Sir:

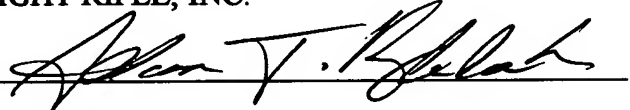
Assignee of the above-referenced patent application submits herewith documentary evidence of a chain of title from the original owner to Assignee in the form of Assignments, which were executed by the original owners in favor of Assignee and recorded with the Assignment Division of the United States Patent and Trademark Office. The documents establishing chain of title are as follows:

Assignment	Executed By	Recorded at Reel/Frame #	Recordation Date
To: Nisus Technologies, LLC	Howard Carr, Steven Winter, Jerald Vogel, Vinay Dayal. (inventors)	014783/0301	December 15, 2003
To: Knight Rifle, Inc.	Eric Hengstenberg (inventor)	014783/0283	December 15, 2003
To: Knight Rifle, Inc.	Steven Winter for Nisus Technologies, LLC. (assignee)	014783/0289	December 15, 2003

Assignee states that the foregoing documents have been reviewed, and certifies that, to the best of assignee's knowledge and belief, title is in the assignee seeking to submit a Power of Attorney in this matter.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment; or both, under Section 101 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

KNIGHT RIFLE, INC.

By   
Adam T. Bealock  
(Printed Name) Date



## CERTIFICATE OF MAILING

I hereby certify that this document is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, P. O. Box 1450, Alexandria, VA 22313-1450, on this 23 day of August, 2004, with adequate postage affixed thereto.

A handwritten signature, appearing to be "BQ", is written over a horizontal line.



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 28, 2004

PTAS



\*102625511A\*

BRETT J. TROUT  
300 SW 5TH, STE 222  
DES MOINES, IA 50309

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/15/2003

REEL/FRAME: 014783/0301  
NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

CARR, HOWARD

DOC DATE: 07/22/2003

ASSIGNOR:

WINTER, STEVEN

DOC DATE: 07/22/2003

ASSIGNOR:

VOGEL, JERALD

DOC DATE: 07/22/2003

ASSIGNOR:

DAYAL, VINAY

DOC DATE: 07/22/2003

ASSIGNEE:

NISUS TECHNOLOGIES, LLC  
2205 229TH PLACE  
BOONE, IOWA 50036

014783/0301 PAGE 2

SERIAL NUMBER: 10648996  
PATENT NUMBER:  
TITLE: FIRING SYSTEM FOR A FIREARM

FILING DATE: 08/27/2003  
ISSUE DATE:

SERIAL NUMBER: 10648997  
PATENT NUMBER:  
TITLE: RETRACTABLE FACE SAFETY FOR A FIREARM

FILING DATE: 08/27/2003  
ISSUE DATE:

SERIAL NUMBER: 10648958  
PATENT NUMBER:  
TITLE: ACTION RELEASE FOR A MUZZLELOADER

FILING DATE: 08/27/2003  
ISSUE DATE:

MARY BENTON, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS



12-17-2003



102625511

Form PTO-1595  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇌ ⇌ ⇌ ▼

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Howard Carr  
Steven Winter  
Jerald Vogel  
Vinay Dayal  
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

12-15-03

2. Name and address of receiving party(ies)  
Name: Nisus Technologies, LLC  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
Street Address: 2205 229th Place  
\_\_\_\_\_  
City: Boone State: IA Zip: 50036  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:  
☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_  
Execution Date: July 22, 2003


4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_  
A. Patent Application No.(s)  
10/648,996 10/648,958  
10/648,997  
B. Patent No.(s)  
\_\_\_\_\_  
Additional numbers attached? ☐ Yes ☒ No

DEC 15 AM 7:15  
OPRF FINANCE

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Brett J. Trout  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_  
Street Address: 300 SW 5th, Ste 222  
Des Moines, IA 50309  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and patents involved: 3  
7. Total fee (37 CFR 3.41).....\$ 40.00  
☒ Enclosed  
☐ Authorized to be charged to deposit account  
8. Deposit account number:  
Any addition charges to  
Account No. 501305  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*  
Brett J. Trout  
Name of Person Signing  
  
Signature  
12/19/03  
Date  
Total number of pages including cover sheet, attachments, and documents: ☐

12/16/2003 ECOOPER 00000077 501305 10648996  
01 FC:8021 80.00 DA 40.00 OP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

### Assignment of Invention

This ASSIGNMENT of INVENTION is made as of the 22 day of July, 2003 by:

*Name and nationality of inventor(s) or person(s) or  
entity(ies) who own the Invention*

*Address*

\_\_Howard D. Carr, United States

\_\_ 5509 Lincoln Way, Ames, Iowa 50014

\_\_Steven J. Winter, United States

\_\_ 2058 Hickory Trail, Pella, Iowa 50219

\_\_Jerald M. Vogel, United States

\_\_ 5618 Thunder Road, Ames, Iowa 50014

\_\_Vinay Dayal, United States

\_\_ 3003 Bayberry Road, Ames, Iowa 50014

(hereinafter "Assignors") and Nisus Technologies, L.L.C. and Iowa limited liability company (hereinafter the "assignee") with a principal office at 2205 229<sup>th</sup> Place, Boone, Iowa 50036.

Inconsideration of the payment by Assignee to Assignors of the sum of One Dollar (\$1.00) each, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the parties agree as follows:

1. Assignors hereby sell, assign and transfer to the Assignee and the successors, assigns and legal representatives of the Assignee their entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention entitled:

#### **Pivot Block Muzzleloader** (hereinafter, the "Invention")

As identified in Appendix A attached hereto, the following patent application  
U.S. application serial no. \_\_\_\_\_ filed on

\_\_\_\_\_; or

Including, but not limited to, the embodiment of the Invention shown in  
Appendix B.

To comply with 37 CFR 3.21 for recording of this assignment, I, an Assignor signing below, hereby grant Brett J. Trout Esq., USPTO Reg. No. 37,250 Power of Attorney in this matter and authorize and request him to insert above the filing date and application number when it becomes known.

and in any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for the Invention by the above

application or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof. (hereinafter collectively the "Invention".)

2. Assignors hereby covenant that other than to Assignee, no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.
3. Assignors further covenant that the Assignee, and its assigns, will, upon its request, be provided promptly with all pertinent facts and documents relating to the Invention and said Letters Patent and legal equivalents as may be known and accessible to Assignors and that Assignors will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to the Assignee, and its assigns, or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, the Invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.
4. Assignors further agree to maintain all information relative to the Invention, including any ideas, developments, and improvements thereof as confidential information of the Assignee. The Assignee, and its assigns, shall have total discretion as to whether and when a patent application is to be filed on the Invention.
5. The Assignee shall bear any expense of preparing and prosecuting any patent application relating to the Invention.
6. All royalty income which may be derived from the Invention shall be the sole property of the Assignee.
7. Warranties and Liabilities, Disclaimer of Warranties and Liabilities.
  - a. Generally. Each of the parties represents and warrants to the other party as follows in this Section 7, and acknowledges that each of the following representations and warranties has been relied upon by the other party and is material to the other party's decision to enter into this Assignment.
  - b. Assignors' Right to Convey. Assignors warrant and represent that Assignors, and Eric Hengstenberg of Knight Rifles, Inc. are the owners of all right, title and interest in the Invention, and that Assignors have the right and authority to grant the assignments of rights granted in this Assignment.
  - c. No Other Rights of Assignors. Assignors further warrant and represent that, with the exception of the rights described in



Section 7(b) above, Assignors, individually or collectively, do not own, control, or have rights to enforce any patent or invention that corresponds to or claims any invention relating to the Invention.

- d. No Litigation. Assignors further warrant and represent that there are no actions, suits, or proceedings pending against Assignors collectively or individually which relate directly or indirectly to the Invention.
  - e. General Warranty by Assignors. Assignors further warrant and represent that Assignors have the requisite power and authority to execute and perform this Assignment and to grant the rights provided for herein to the Assignee, and that no obligations under this Assignment conflict with any obligation to any present or future employer.
  - f. General Warranty by Assignee. Assignee warrants and represents that it has the requisite power and authority, corporate and otherwise, to execute and perform this Assignment.
  - g. Limitations. Assignee warrants and represents that its licensee(s) of the Invention and any patents issuing thereupon shall be required to assume responsibility for the design, manufacture, instructions for use, quality control and all safety-related activities relating to any products made under license, whether or not they incorporate any of Assignors' information, technology, and inventions relating to the Invention. Assignors shall not be responsible for the products of any licensee(s) of the Assignee pursuant to this Assignment.
8. Miscellaneous. The laws of the State of Iowa and of the United States of America shall apply to the interpretation of this Assignment.
9. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior understandings, agreements, discussions, or representations, whether written or oral, with respect to such subject matter. This Agreement cannot be varied, modified, waived, or amended except in a writing executed by both parties to this Agreement. Each party to this Agreement acknowledges that it has not executed it in reliance on any promise, representation, inducement, or warranty that is not contained herein.

10. Severability. If any provision of this Agreement is held invalid, void, or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in accordance with its terms.

- Construction. No provision of this Agreement shall be construed in favor of or against  
11. any party on the ground that such party or its counsel drafted the provision. Any remedies provided for herein are not exclusive of any other lawful remedies which may be available to either party. This Agreement shall at all times be construed so as to carry out the purposes stated herein.

- Counterparts. This Agreement may be executed in several counterparts, all of which when  
12. taken together, shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties have executed this Assignment on the dates indicated below.

ASSIGNOR(S):

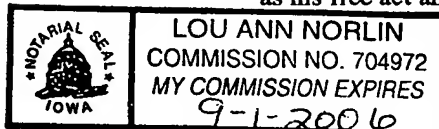
[Signature]  
(Name)

8/4/03  
(Date)

STATE OF IOWA )

COUNTY OF Story )

On this 4 day of August, 2003, before me personally appeared Steven Winter, personally known to me, and known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, on the day and year aforesaid.



[Signature]

Notary Public in and for the State of Iowa

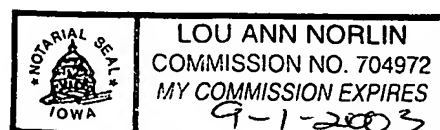
[Signature]  
(Name)

22 July 2003  
(Date)

STATE OF IOWA )

COUNTY OF Story )

On this 22 day of July, 2003, before me personally appeared Steven Winter, personally known to me, and known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same



[Signature]

as his free act and deed, on the day and year aforesaid.

Notary Public in and for the State of Iowa

Gerald H. Vogel  
(Name)

7/22/03  
(Date)

STATE OF IOWA )

) ss:

COUNTY OF Story )

On this 22 day of July, 2003, before me personally appeared Gerald Vogel, personally known to me, and known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, on the day and year aforesaid.



LOU ANN NORLIN  
COMMISSION NO. 704972  
MY COMMISSION EXPIRES  
9-1-2003

Lou Ann Norlin

Notary Public in and for the State of Iowa

Vinay Dayal  
(Name)

7/22/03  
(Date)

STATE OF IOWA )

) ss:

COUNTY OF Story )

On this 22 day of July, 2003, before me personally appeared Vinay Dayal, personally known to me, and known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, on the day and year aforesaid.



LOU ANN NORLIN  
COMMISSION NO. 704972  
MY COMMISSION EXPIRES  
9-1-2003

Lou Ann Norlin

Notary Public in and for the State of Iowa

## **APPENDIX A**

### **PIVOT BLOCK MUZZLELOADER**



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 28, 2004

PTAS



\*102625502A\*

BRETT J. TROUT  
300 S.W. 5TH  
SUITE 222  
DES MOINES, IA 50309

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RECORDATION DATE: 12/15/2003

REEL/FRAME: 014783/0283  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

HENGSTENBERG, ERIC

DOC DATE: 10/15/2003

ASSIGNEE:

KNIGHT RIFLE, INC.  
21852 HWY J46  
CENTERVILLE, IOWA 52544

SERIAL NUMBER: 10648996

PATENT NUMBER:

TITLE: FIRING SYSTEM FOR A FIREARM

FILING DATE: 08/27/2003

ISSUE DATE:

SERIAL NUMBER: 10648958

PATENT NUMBER:

TITLE: ACTION RELEASE FOR A MUZZLELOADER

FILING DATE: 08/27/2003

ISSUE DATE:

014783/0283 PAGE 2

SERIAL NUMBER: 10648997

FILING DATE: 08/27/2003

PATENT NUMBER:

ISSUE DATE:

TITLE: RETRACTABLE FACE SAFETY FOR A FIREARM

SHAREILL COLES, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

12-17-2003

12-15-03

Form PTO-1595  
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Eric Hengstenberg

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other \_\_\_\_\_

Execution Date: October 15, 2003

## 2. Name and address of receiving party(ies)

Name: Knight Rifle, Inc.

Internal Address: \_\_\_\_\_

Street Address: 21852 Hwy J46Centerville, IA 52544

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No.(s)

10/648,99610/648,99710/648,958

## B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brett J. Trout

Internal Address: \_\_\_\_\_

Street Address: 300 S.W. 5th, Ste 222Des Moines, Iowa 50309

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and patents involved: ☒ 37. Total fee (37 CFR 3.41).....\$ 40.00☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

Any additional charges to  
Account No. 501305

(Attach duplicate copy of this page if paying by deposit account)

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## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brett J. Trout

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: ☐ 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

12/16/2003 ECOOPER 00000076 501305 10648996

01 FC:8021

80.00 DA

40.00 DP

## ASSIGNMENT

WHEREAS, I, Eric Hengstenberg, a citizen of the United States, residing at 30082 230th Avenue Cincinnati, Iowa, in the County of Appanoose, in the State of Iowa, have made an invention entitled **PIVOT BLOCK MUZZLELOADER** and have executed applications for Letters Patents of the United States of America based thereon;

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, I have agreed to assign and transfer and do hereby assign and transfer unto Knight Rifle, Inc., a corporation of the State of Iowa, having its principal office at 21852 Hwy J46, Centerville, Iowa 52544, its successors and assigns, the entire right, title and interest in and to the said invention and application, and in and to any division, continuation or continuation-in-part, of said application, and in or to any and all improvements in the said invention made by me or made jointly with others (provided any such improvement is made during my employment by said Company or within one year thereafter), and in and to any and all Letters Patent and reissues and extensions thereof, of the United States of America and countries foreign thereto (including the right to apply for Letters Patent in foreign countries in its own name and to claim any priority rights for such foreign applications to which such applications are entitled under internal conventions, treaties, or otherwise), which have been or may be granted thereon or on any divisional, continuation (in whole or in part), renewal, reissue or other or further application based in whole or in part upon the said invention or improvements thereon, to be held and enjoyed as fully and exclusively as they would have been by me had this assignment and transfer not been made.

I do further agree for myself and for my heirs, executors and administrators, to execute and deliver without further consideration any further applications, assignments and documents, and to perform such other acts as I lawfully may, that may be deemed necessary by the said Knight Rifle, Inc., its successors, assigns and nominees, fully to secure its interest as aforesaid and to obtain or maintain Letters Patent in any and all countries.

And, I do hereby authorize and request the Assistant Commissioner of Patents to issue any and all Letters Patent which may be granted upon any of the said applications, to the said Knight Rifle, Inc., as the assignee of the entire interest therein.



IN WITNESS WHEREOF, I have hereunto signed my name on the day and year set forth below.

*Eric Hengstenberg*  
Eric Hengstenberg

STATE OF IOWA )

) ss:

COUNTY OF APPANOOSE )

On this 15<sup>th</sup> day of October, 2003, before me personally appeared Eric Hengstenberg, personally known to me, and known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, on the day and year aforesaid.

*Erin E. Montgomery*  
Notary Public in and for the State of Iowa





**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 28, 2004

PTAS



\*102625510A\*

BRETT J. TROUT  
300 S.W. 5TH, SUITE 222  
DES MOINES, IA 50309

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RECORDATION DATE: 12/15/2003

REEL/FRAME: 014783/0289  
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
NISUS TECHNOLOGIES, L.L.C.

DOC DATE: 07/22/2003

ASSIGNEE:  
KNIGHT RIFLE, INC.  
21852 HWY. J46  
CENTERVILLE, IOWA 52544

SERIAL NUMBER: 10648996  
PATENT NUMBER:  
TITLE: FIRING SYSTEM FOR A FIREARM

FILING DATE: 08/27/2003  
ISSUE DATE:

SERIAL NUMBER: 10648997  
PATENT NUMBER:  
TITLE: RETRACTABLE FACE SAFETY FOR A FIREARM

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ISSUE DATE:

014783/0289 PAGE 2

SERIAL NUMBER: 10648958

FILING DATE: 08/27/2003

PATENT NUMBER:

ISSUE DATE: '

TITLE: ACTION RELEASE FOR A MUZZLELOADER

DIANE RUSSELE, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

12-17-2003

12-15-03

Form PTO-1595  
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings



102625510

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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## 1. Name of conveying party(ies):

Nisus Technologies, L.L.C.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: July 22, 2003

## 2. Name and address of receiving party(ies)

Name: Knight Rifle, Inc.

Internal Address: \_\_\_\_\_

Street Address: 21852 Hwy. J46

Centerville, IA 52544

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the applications is: \_\_\_\_\_

## A. Patent Application No.(s)

10/648,996 10/648,958  
10/648,997

## B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brett J. Trout

Internal Address: \_\_\_\_\_

Street Address: 300 S.W. 5th, Ste 222

Des Moines, IA 50309

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and patents involved: ☒ 3

7. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

Any additional charges to  
Account No. 501305

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brett J. Trout

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: ☐Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

12/16/2003 ECOOPER 00000078 501305 10648996

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## **Assignment of Invention**

This ASSIGNMENT of INVENTION is made as of the 22 day of July, 2003 by Nisus Technologies, L.L.C. an Iowa limited liability company, (hereinafter "Assignor") and Knight Rifles, Inc., an Iowa corporation, (hereinafter "Assignee") with a principal office at 21852 Highway J46, Centerville, Iowa 52544.

In consideration of the payment by Assignee to Assignor of the sum of One Dollar (\$1.00) each, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the parties agree as follows:

1. Assignor hereby sells, assigns and transfers to the Assignee and the successors, assigns and legal representatives of the Assignee their entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the invention entitled:

### **Pivot Block Muzzleloader** (hereinafter, the "Invention")

As identified in Appendix A attached hereto, the following patent application  
U.S. application serial no. \_\_\_\_\_ filed on  
\_\_\_\_\_;

Including, but not limited to, the embodiment of the Invention shown in  
Appendix B.

To comply with 37 CFR 3.21 for recording of this assignment, I, as Assignor signing below, hereby grant Brett J. Trout Esq., USPTO Reg. No. 37,250, Power of Attorney in this matter and authorize and request him to insert above the filing date and application number when it becomes known.

and in any legal equivalent thereof in a foreign country, including the right to claim priority and, in and to, all Letters Patent to be obtained for the Invention by the above application or any continuation, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof. (hereinafter collectively the "Invention".)

2. Assignor hereby covenants that other than to Assignee, no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.
3. Assignor further covenants that the Assignee, and its assigns, will, upon its

request, be provided promptly with all pertinent facts and documents relating to the Invention and said Letters Patent and legal equivalents as may be known and accessible to Assignor and that Assignor will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to the Assignee, and its assigns, or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, the Invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

4. Assignor further agrees to maintain all information relative to the Invention, including any ideas, developments, and improvements thereof as confidential information of the Assignee. The Assignee, and its assigns, shall have total discretion as to whether and when a patent application is to be filed on the Invention.

5. The Assignee shall bear any expense of preparing and prosecuting any patent application relating to the Invention.

6. All royalty income which may be derived from the Invention shall be the sole property of the Assignee.

7. Warranties and Liabilities, Disclaimer of Warranties and Liabilities.

a. Generally. Each of the parties represents and warrants to the other party as follows in this Section 7, and acknowledges that each of the following representations and warranties has been relied upon by the other party and is material to the other party's decision to enter into this Assignment.

b. Assignor's Right to Convey. Assignor warrants and represents that Assignor, and Eric Hengstenberg of Knight Rifles, Inc. are the owners of all right, title and interest in the Invention, and that Assignor has the right and authority to grant the assignments of rights granted in this Assignment.

c. No Other Rights of Assignor. Assignor further warrants and represents that, with the exception of the rights described in Section 7(b) above, Assignor, individually or collectively, does not own, control, or have rights to enforce any patent or invention that corresponds to or claims any invention relating to the Invention.

- d. No Litigation. Assignor further warrants and represents that there are no actions, suits, or proceedings pending against Assignor collectively or individually which relate directly or indirectly to the Invention.
  - e. General Warranty by Assignor. Assignor further warrants and represents that Assignor has the requisite power and authority to execute and perform this Assignment and to grant the rights provided for herein to the Assignee, and that no obligations under this Assignment conflict with any obligation to any present or future employer.
  - f. General Warranty by Assignee. Assignee warrants and represents that it has the requisite power and authority, corporate and otherwise, to execute and perform this Assignment.
  - g. Limitations. Assignee warrants and represents that its licensee(s) of the Invention and any patents issuing thereupon shall be required to assume responsibility for the design, manufacture, instructions for use, quality control and all safety-related activities relating to any products made under license, whether or not they incorporate any of Assignor's information, technology, and inventions relating to the Invention. Assignor shall not be responsible for the products of any licensee(s) of the Assignee pursuant to this Assignment.
8. Miscellaneous. The laws of the State of Iowa and of the United States of America shall apply to the interpretation of this Assignment.
9. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior understandings, agreements, discussions, or representations, whether written or oral, with respect to such subject matter. This Agreement cannot be varied, modified, waived, or amended except in a writing executed by both parties to this Agreement. Each party to this Agreement acknowledges that it has not executed it in reliance on any promise, representation, inducement, or warranty that is not contained herein.
10. Severability. If any provision of this Agreement is held invalid, void, or unenforceable under any applicable statute or rule of law, it shall to that extent be deemed omitted, and the balance of this Agreement shall be enforceable in

11. **Construction.** No provision of this Agreement shall be construed in favor of or against any party on the ground that such party or its counsel drafted the provision. Any remedies provided for herein are not exclusive of any other lawful remedies which may be available to either party. This Agreement shall at all times be construed so as to carry out the purposes stated herein.
12. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together, shall constitute one and the same instrument

**ASSIGNOR:**

(Name) Steven J. Winter (Date) 22 July 2003

COUNTY OF STORY

On this 22 day of July, 2003, before me personally appeared Steven Winter, personally known to me, and known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, on the day and year aforesaid.



LOU ANN NORLIN  
COMMISSION NO. 704972  
~~MY COMMISSION EXPIRES~~  
9-1-2003

**Notary Public in and for the State of Iowa**

**THE ASSIGNEE:**

By: Alan T. Blahod

Name: ADAM J. BLALOCK Date: 12-4-03

Title: GENERAL MGR. / V.P.



**APPENDIX A**

**PIVOT BLOCK MUZZLELOADER**